



February 12, 2016

2DB00-bhb-16-002

Dear Offeror:

SOLICITATION NUMBER 286328 – DEVELOP A CHEMICAL WORKER I & II TRAINING PROGRAM

Washington River Protection Solutions, LLC (WRPS) requests proposals for Develop a Chemical Worker I & II Training Program. The requested work is in support of WRPS's Prime Contract DE-AC27-08RV14800 with the U.S. Department of Energy, Office of River Protection.

Information regarding the submission of a proposal is contained in the attached Solicitation.

The proposal is due by 4:00 p.m. on **March 1, 2016** as indicated in Section 2.1 of this solicitation.

This is a small business set-aside procurement.

WRPS looks forward to your response.

Very truly yours,

B. H. Bradley,
Senior Procurement Specialist

Attachment

SOLICITATION 286328 CONTENTS

PART A – SOLICITATION.....	3
1.0 Introduction.....	3
1.1 Small Business Set Aside.....	3
1.2 Buyer Not Obligated – Irregularities and Notifications.....	3
1.3 Solicitation Amendments.....	3
2.0 Proposal Submittal.....	3
2.1 Deadline	4
2.2 Identification and Delivery	4
2.3 Withdrawal.....	4
2.4 Notification of Intent to Propose.....	4
2.5 Questions/Comments Regarding the Solicitation	4
3.0 Basis for Award	5
4.0 Proposal Instructions.....	5
4.1 General Proposal Requirements.....	5
4.2 Acceptance of Terms and Conditions	6
4.3 Proposal Validity Period	7
4.4 Document Transmittal – Master Submittal Register	7
5.0 Notices	7
5.1 Financial Capability Determination Information.....	7
5.2 North American Industry Classification System (NAICS) Code and Size Standard	7
5.3 Employment Eligibility Verification (E-Verify)	7
PART B – SOLICITATION EXHIBITS.....	9
EXHIBIT 1. T&M/LH PRICE PROPOSAL FORM.....	10
EXHIBIT 2. ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION AND DISCLOSURE	11
EXHIBIT 3. PAST PERFORMANCE	13
EXHIBIT 4. PROPOSED LOWER-TIER SUBCONTRACTORS.....	14
EXHIBIT 5. AGREEMENT EXCEPTIONS	15
EXHIBIT 6. VENDOR ESH&Q QUESTIONNAIRE	16
PART C – MODEL SUBCONTRACT	18

PART A – SOLICITATION**1.0 Introduction**

Washington River Protection Solutions, LLC (WRPS) acting under its contract with the U.S. Department of Energy – Office of River Protection, requests Offeror to submit a proposal for a Time & Materials/Labor Hour type of subcontract to provide Develop a Chemical Worker I & II Training Program. Part A of this Solicitation describes the proposal submittal requirements, instructions, and applicable exhibits/certifications. Part B contains all of the solicitation exhibits. Part C is the Model Subcontract, which contains all of the terms and conditions, attachments, and references that will govern performance of the work.

1.1 Small Business Set Aside

Proposals made under this solicitation shall be from small business concerns, including; Disadvantaged, Women Owned, Veteran Owned, Service Disabled Veteran Owned and HUBZone small businesses. Proposals received from concerns that are not small businesses shall not be considered for this solicitation. Disadvantaged, Women Owned, Veteran Owned and Service Disabled Veteran Owned may self Certify to these categories as defined by the Small Business Administration (www.sba.gov). HUBZone businesses must be certified by the Small Business Administration.

1.2 Buyer Not Obligated – Irregularities and Notifications

WRPS is not obligated to pay any costs incurred in the preparation and submission of Offeror's proposal, nor required to enter into a subcontract or any other arrangement with Offeror.

1.3 Solicitation Amendments

The Procurement Specialist may issue one or more amendments to the solicitation to make changes or to resolve any problems regarding the solicitation. The Procurement Specialist will issue the amendment in time for prospective Offerors to incorporate any changes into their proposals. If this solicitation is amended, then all terms and conditions that are not amended will remain unchanged. **YOUR FAILURE TO ACKNOWLEDGE THE RECEIPT OF THE AMENDMENT AT THE DESIGNATED LOCATION BY THE SPECIFIED DATE AND TIME MAY RESULT IN REJECTION OF YOUR OFFER.**

2.0 Proposal Submittal

WRPS prefers that the proposal be submitted via e-mail provided that it includes appropriate signatures where required. If Offeror does not have the capability to transmit a signed electronic proposal, Offeror may submit an unsigned proposal via e-mail, however, a signed original must also be submitted. If an e-mail proposal (without signature) is submitted in order to meet the deadline, Offeror must also transmit a signed original via U.S. Postal Service or delivery service. Identify the name of the Procurement

Specialist and the Solicitation number to which Offeror is responding on the e-mail transmittal document.

2.1 Deadline

The proposal is due by 4:00 p.m. on **March 1, 2015**.

2.2 Identification and Delivery

Address a proposal sent via the U.S. Postal Service to:

Response to Solicitation No. 286328
B. H. Bradley, MSIN B8-07
Washington River Protection Solutions, LLC
P.O. Box 850
Richland, WA 99352

The address for a proposal sent via another delivery service is:

1820 Terminal Drive
Richland, WA 99354

Procurement Specialist Contact Information:

Name: B. H. Bradley
Phone Number: (509) 376-1709
Email Address: bryon_h_bradley@rl.gov

2.3 Withdrawal

Offeror may withdraw its proposal by written or electronic notice received at any time prior to award.

2.4 Notification of Intent to Propose

WRPS requests that each prospective Offeror notify the procurement specialist by email no later than **February 18, 2016** whether the Offeror intends to submit a proposal in response to this Solicitation. The Offeror may transmit the notification to the Procurement Specialist via e-mail.

2.5 Questions/Comments Regarding the Solicitation

The Offeror must submit any comments or questions regarding the solicitation to the Procurement Specialist no later than **February 23, 2016**. The Offeror shall transmit questions and comments via e-mail per Section 2.2 above. The Procurement Specialist will answer all questions in writing for the benefit of all prospective Offerors and post all questions/answers on WRPS Procurement website where Solicitation was located.

3.0 Basis for Award

WRPS may award one or more subcontracts as a result of this solicitation. Award will be made to the Offer with 1) offer fully responsive to the Solicitation and 2) lowest offer. This solicitation provides the basis for WRPS's evaluation and is keyed to the selection process. Offerors are also advised that WRPS reserves the right to award a subcontract based upon initial offers and without further discussions with offerors. Offeror should provide their best price and technical offers initially.

4.0 Proposal Instructions

4.1 General Proposal Requirements

Organize the proposal as outlined below. Prepare the proposal simply and economically and provide a straightforward and concise presentation of the information requested in the Solicitation Request. Proposals submitted electronically must consist of separate files for the Technical Proposal and the Business and Price Proposal.

4.1.1 Volume I – Technical Proposal

WRPS will evaluate Offeror's technical capabilities/qualifications as well as its pricing for the requirements specified in the Statement of Work. Offeror's proposal must address the following:

- Provide statement that the Statement of Work is fully understood and Offeror has the qualified resources to complete work.
- Résumés of proposed personnel.
- Refer to Section 12.0 "Qualifications" of the Statement of Work and provide validation your firm/offered individuals meet minimum qualification requirements
- Firm's capabilities and resources for completing the requirements.
- Work Plan and schedule for the project.
- Statement of compliance with subcontract insurance requirements as specified in the On-Site Work Provisions, including confirmation that all required insurance certificates will be provided prior to any on-site work.

4.1.2 Volume II – Business and Price Proposal

- Complete/submit "Basis of Award" Excel Spreadsheet (Exhibit 1; instructions provided in the spreadsheet). Travel costs are not anticipated, but should the Offeror propose travel, estimated costs will be added/considered as part of the Basis of Award total.
- Standard payment terms are Net 30 days.
- This work is subject to the requirements of the Service Contract Act (SCA). A link to the current Department of Labor Wage Rate Determination is included with Item 10 of the Model Subcontract (Part C of this Solicitation). The SCA wage rate determination will be incorporated into any resultant subcontract.

- Indicate Vendor Registration and Representations and Certifications (NAICS Code 611710) have been completed (4.1.2.1 below).
- Provide pages from E-Verify indicating your firm has registered (5.3 below).
- Complete/provide Exhibits 1 – 5 (Section B below).

4.1.2.1 Representations and Certifications

WRPS requires the electronic submission of the Representations and Certifications through its [vendor registration web site](#). To start the submission, the offeror will need to be registered with WRPS and have obtained a vendor identification number and form number (password). If assistance is required, please contact WRPS Contract Support at WRPS_Procurement@rl.gov

For this solicitation, an offeror is required to have an electronic Representations and Certifications on file with WRPS for the North American Standard Coding System (NAICS) code identified in the paragraph entitled “North American Industry Classification System (NAICS) Code and Size” below. The certification of a specific NAICS code will be valid for twelve (12) months from its submission. If the offeror’s business conditions change within the twelve (12) month validity period, the offeror shall submit an updated Representations and Certification prior to submittal of the proposal.

4.1.2.2 Additional Information

In order for WRPS to adequately evaluate the proposal, some additional information is required. Please complete and return all forms and documents listed below:

- T&M/Labor Hour Proposal Form (Basis of Award Excel Spreadsheet - Exhibit 1).
- Organizational Conflict of Interest Disclosure (Exhibit 2).
- Past Performance Data Form (Exhibit 3).
- Proposed Lower-Tier Subcontractors (Exhibit 4).
- Vendor ESH&Q Requirements Questionnaire. (Exhibit 5).
- Document Transmittals - Master Submittal Register (Exhibit 6).

4.2 Acceptance of Terms and Conditions

The subcontract resulting from this Solicitation will be substantially the same as the Model Subcontract that is contained in Part C of the Solicitation. Unless otherwise noted in the proposal, Offeror’s submission of a proposal signifies unqualified acceptance of all of the technical requirements and other terms and conditions of the subcontract that are contained in or referenced in this Solicitation.

4.2.1 Exceptions to Technical Requirements and Other Terms and Conditions

Offeror must describe any exceptions (on the Agreement Exceptions form in Part B of this Solicitation) to the technical requirements and other terms and conditions of the Model Subcontract in Part C on which the proposal is based. WRPS considers compliance with the technical requirements and terms and conditions of the Subcontract

to be essential. In case of doubt, Offeror should request clarification from the Procurement Specialist. If any exceptions are taken to the requirements of the Solicitation, the pricing shall be based on the requirements of the Solicitation and the exception(s) priced as alternates. If the proposal is based only on the proposed exceptions, WRPS may determine the proposal to be non-responsive.

4.3 Proposal Validity Period

Offeror's proposal shall remain firm for 60 days after the proposal due date.

4.4 Document Transmittal – Master Submittal Register

The Subcontract will contain a Master Submittal Register (MSR) comparable to the exhibit document contained herein. The MSR identifies the required Subcontractor submittals. Offerors shall review the MSR exhibit, assure that the document submittal requirements are clear and understandable, identify any additional submittals on the MSR exhibit, and provide the Buyer with applicable transmittal dates for all planned submittals. The MSR with added Offeror information shall be returned with Offeror's proposal.

5.0 Notices

5.1 Financial Capability Determination Information

WRPS reserves the right, prior to award, to require Offeror to submit information which WRPS will use to make a determination whether Offeror has the financial capability to perform the contemplated subcontract. Such information may include, but not be limited to: annual reports; lines of credit with financial institutions and suppliers; and any other information that may be required to make the appropriate determination.

5.2 North American Industry Classification System (NAICS) Code and Size Standard

The Buyer has determined that North American Industry Classification System (NAICS) Code 611710 (Educational Support Services) applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business in regard to this solicitation is \$15,000,000.00.

5.3 Employment Eligibility Verification (E-Verify)

WRPS anticipates that this award will be subject to the Employment Eligibility Verification requirements established in Federal Acquisition Regulations (FAR) clause 52.222-54, which requires the successful Offeror to enroll and utilize the E-Verify program. Enrollment is done via the Internet at the Department of Homeland Security Web site at <http://www.dhs.gov/E-Verify>. This requirement is applicable to all awards that are more than \$3,000 and not considered a commercial item as defined in FAR Part 2.101.

WRPS reserves the right, prior to award, to require Offeror to submit information which WRPS will use to make a determination whether Offeror has successfully enrolled in the E-Verify program. Such information may include a copy of the last three (3) pages of the

enrollment form (i.e. pages 11, 12, and 13) and any other information that may be required to make the appropriate determination.

PART B – SOLICITATION EXHIBITS

Exhibit	Description
1	T&M/Labor Hour Proposal Form (Basis of Award Excel Spreadsheet)
2	Organizational Conflict of Interest Disclosure
3	Past Performance Data Form
4	Proposed Lower-Tier Subcontractors
5	Vendor ESH&Q Requirements Questionnaire

EXHIBIT 1. T&M/LH PRICE PROPOSAL FORM

Refer to included “Basis of Award” Excel spreadsheet

**EXHIBIT 2. ORGANIZATIONAL CONFLICT OF INTEREST
CERTIFICATION AND DISCLOSURE**

Rev. 2

4/14/06

Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government or WRPS, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

It is WRPS's policy to avoid situations, which place an Offeror in a position wherein it may not be able to compete on an equal basis for WRPS-controlled work with other qualified Offerors. This representation, and the information disclosed thereby, will serve to advise WRPS whether or not an Offeror's judgment may be biased because of any past, present, or currently planned interest, financial or otherwise, the Offeror may have which relates to the work to be performed under a subcontract which may result from this solicitation, thus providing the Offeror an unfair competitive advantage over others. The term "Offeror" herein means the proposing entity or any of its affiliates or proposed consultants or subcontractors of any tier. Therefore:

Offeror shall provide WRPS a statement which describes in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work described in the statement of work of this solicitation. Offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of affiliates or other divisions or sections of the proposing entity and how that structure or system would avoid or mitigate an organizational conflict of interest. [See section 401, Pub. L. 95-39 (42 U.S.C. 5918(a)) and section 10, Pub. L. 95-70 (15 U.S.C. 789(a)) for specific requirements.]

Offeror shall assure that any consultants and/or subcontractors identified in its proposal which will perform part or all of any resulting subcontract submit the same information as required above, either as part of the Offeror's proposal or directly to WRPS, prior to the time and date set forth for the receipt of proposals, including identification of the solicitation number and the (Offeror's) proposal to which it relates.

Offeror shall assure that each of its chief officers or directors, if any, who will be directly involved in the actual performance of the subcontract, submit such information.

Offeror shall promptly provide to WRPS information concerning any changes, including additions, in its relevant facts reported, that occur between the time of submission of its proposal and the award of a subcontract or the time the Offeror is notified that it is no longer being considered for an award.

WRPS will review the information submitted and may require additional relevant information or certifications from the Offeror. All such information, and any other relevant information known to WRPS, will be used to determine whether an award to the Offeror may create an organizational conflict of interest with respect to the Offeror's (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage. If

WRPS determines a conflict exists which would require some action to mitigate an actual or potential conflict of interest that would otherwise represent an unacceptable risk to WRPS, it may, at its sole discretion: (1) impose appropriate terms or conditions necessary to avoid or mitigate the conflict, (2) disqualify the offer, or (3) proceed with an award despite the conflict.

Offeror refusal to submit the representation and/or to provide the disclosure or any additional information requested by WRPS may result in disqualification of the Offeror for an award. Misrepresentation of material facts or other reported information may also result in disqualification. If any such misrepresentation is discovered following award, WRPS may terminate the contract for default or seek other remedies including actions pursuant to 18 U.S.C. 1001.

Depending on the nature of the subcontract activities, Offeror may, because of the existence of possible organizational conflicts of interest, propose to exclude specific kinds of work from the statement of work contained in the original solicitation, unless the solicitation specifically prohibits such exclusion. Any proposed exclusion may be considered by WRPS in the evaluation of proposals, but may ultimately determine the proposal to be unacceptable.

No work shall be performed, and WRPS will not authorize work to begin, until representations and disclosure information has been evaluated. WRPS may also, at its option, permit missing representations or disclosure information to be provided by an Offeror at any time during the pre-award process.

In lieu of or in addition to the above and/or when requested by WRPS, Offeror shall provide a certification similar to the following, altered only to reflect the relevant facts:

CONFLICT OF INTEREST DISCLOSURE STATEMENT

I hereby certify that, to the best of my knowledge and belief, no facts exist relevant to any past, present, or currently planned interest or activity (financial, contractual, personal, organizational, or otherwise) that relate to the proposed work; and bear on whether I and the Offeror have a possible conflict of interest with respect to being able to render impartial, technically sound, and objective assistance or advice, or being given unfair competitive advantage.

Authorized Offeror Representative

Date

EXHIBIT 3. PAST PERFORMANCE

Rev. 0

1/1/03

Please type or print at least two (2) and as many as five (5) references to recently completed or substantially complete contracts with requirements similar to those described within this solicitation.

CLIENT NAME CONTACT NAME TELEPHONE NO.	CONTRACT NO. CONTRACT DATE	START DATE END DATE CONTRACT VALUE	CONTRACT TERMINATED? (Y/N) <i>Explain in attachment</i>

NAME AND ADDRESS OF OFFEROR	NAME OF SIGNER
	TITLE OF SIGNER
	DATE
OFFEROR <i>(Signature of person authorized to sign)</i>	

EXHIBIT 4. PROPOSED LOWER-TIER SUBCONTRACTORS

Rev. 1

7/12/06

Please type or print the names and contact information for all of the lower-tier subcontractors. Use additional sheets if necessary.

LOWER-TIER SUBCONTRACTOR/SUPPLIER CONTACT NAME TELEPHONE NO.	DESCRIPTION OF SERVICES TO BE PROVIDED	APPROXIMATE AWARD AMOUNT

NAME AND ADDRESS OF OFFEROR	NAME OF SIGNER
	TITLE OF SIGNER
	DATE
OFFEROR <i>(Signature of person authorized to sign)</i>	

EXHIBIT 5. AGREEMENT EXCEPTIONS

NOTICE: Any exceptions to the proposed subcontract terms and conditions must be indicated below. Washington River Protection Solutions, however, reserves the right to disqualify offers which deviate from the Solicitation. If the offeror has no exceptions, please write "None" below.

NAME AND ADDRESS OF OFFEROR	NAME OF SIGNER
	TITLE OF SIGNER
	DATE
OFFEROR <i>(Signature of person authorized to sign)</i>	

EXHIBIT 6. VENDOR ESH&Q QUESTIONNAIRE

Subcontractor Name:

Subcontractor Address:

City: **State:** **Zip:**

Subcontractor Point of Contact:

Email:

All contractors working on the Hanford Site are expected to safely perform in a quality manner while protecting worker health and the environment. Please answer the following questions about how your company implements ESH&Q.

#	Question
1.	Does your company have a documented environmental, occupational safety, healthy and quality program that complies with applicable local, state, federal, and DOE regulatory requirements? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
2.	Are your employees trained and equipped to perform their assigned work? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
3.	Do you have an established orientation program for new hires that includes ESH&Q? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
4.	Does your company have policies and procedures in place to eliminate accidents, injuries/illness, and damage to property and equipment? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
5.	Are company ESH&Q records adequately and properly maintained? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
6.	Are accidents/incidents investigated promptly and reports generated? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
7.	If the investigation discovers inadequacies in either the work process or the policies and procedures, are the appropriate processes in place to avert the accident/incident in the future and are personnel provided proper training? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
8.	Are hazards identified and appropriate measures taken to ensure that personnel and equipment are adequately protected as a result of identified hazards. Yes: <input type="checkbox"/> No: <input type="checkbox"/>
9.	Do your employees have the right to report unsafe conditions and to interrupt or stop work without fear of reprisal? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
10.	Is the frequency of ESH&Q meetings with employees scheduled to discuss the work to be performed hazards associated with the work based on the scope of work and commensurate with the work hazards? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
11.	Are ESH&Q inspections/audits conducted to evaluate the effectiveness of your program?

	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
12.	Does your company have an average Experience Modification Rate (EMR) of 1.0 or less for the previous three years? Yes: <input type="checkbox"/> No: <input type="checkbox"/> What is your EMR?
13.	Does your company have an average Occupational Safety and Health Administration (OSHA) Recordable Case Rate of 3.2 or less for the previous three years? Yes: <input type="checkbox"/> No: <input type="checkbox"/> What is your Recordable Case rate?
14.	Does your company have an average OSHA Lost Workday case rate of 0.64 or less for the previous three years? Yes: <input type="checkbox"/> No: <input type="checkbox"/> What is your OSHA Lost Workday case rate?
15.	Does your construction company have an average OSHA Lost Workday case rate of 3.0 or less for the previous three years? Yes: <input type="checkbox"/> No: <input type="checkbox"/> What is your OSHA Lost Workday case rate?
16.	Does your company have an established, written Hazard Communication Program? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
17.	Does your company have a system within the Hazard Communication Program to maintain Material Safety Data Sheets (MSDS)? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
18.	Has your company been cited for a(n) willful violation(s) from any regulatory agency during the previous three years? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
19.	Has your company been fined for Nuclear Regulatory Commission or agreement state non-compliance during the previous three years? Yes: <input type="checkbox"/> No: <input type="checkbox"/>

PART C – MODEL SUBCONTRACT

Subcontract No. TBD	Effective Date: TBD
Issued By: Washington River Protection Solutions, LLC P.O. Box 850 Richland, WA 99352	Subcontractor: TBD

This Subcontract is effective as of **TBD**, between Washington River Protection Solutions (WRPS) and **TBD** ("SUBCONTRACTOR") who hereby agree that all Work specified below, which is a portion of the goods and services to be provided by WRPS for the United States Department of Energy, shall be performed by the SUBCONTRACTOR in accordance with all the provisions of the Subcontract.

-
- Work to be Performed:** Except as specified elsewhere in the Subcontract, SUBCONTRACTOR shall furnish all labor and materials necessary and required to satisfactorily perform: Develop a Chemical Worker I & II Training Program
 - Period of Performance:** The Subcontract period of performance is specified as: Award through **XX/XX/XXXX**
 - Contract Type:** T&M/Labor Hour
 - Total Value of Subcontract:** TBD
 - Compensation:** As full consideration for the satisfactory performance by SUBCONTRACTOR of this Subcontract, WRPS shall pay to SUBCONTRACTOR compensation in accordance with the prices set forth in the attached Compensation Schedule consistent with the payment provisions of this Subcontract.
 - Payment Terms:** As stated in Article 3.0, Terms of Payment, of Supplemental Provisions, payment will be made within 30 calendar days after receipt of a properly prepared invoice unless otherwise agreed to between SUBCONTRACTOR and WRPS.
 - Authorized Personnel:** Only the following named WRPS individuals are authorized to make changes to this document:
B. H. Bradley, Senior Procurement Specialist
M. L. Mackison, Acting Subcontract Manager
J. M. Legarreta, Manager, Procurement Services
 - Designation of Technical Representative:** WRPS hereby designates the following as the Buyer's Technical Representative (BTR), for this Subcontract:
Name: TBD
Phone: (509) -
Mail Stop:

9. Special Provisions

9.1 Negotiated Exceptions to General Provisions

The following exceptions/changes to the General Provisions or Supplemental Provisions are agreed to and incorporated into the Subcontract:

TBD

9.2 Key Personnel

In accordance with the General Provisions article entitled, “Key Personnel,” the following named individuals have been determined to be key personnel assigned to the performance of this Subcontract.

TBD

9.3 Service Contract Act Wage Determination

This Contract is subject to the McNamara-O’Hara Service Contract Act of 1965 (SCA). In accordance with the SCA, the SUBCONTRACTOR shall pay service employees, employed in the performance of this Subcontract, no less than the minimum wage and furnish fringe benefits in accordance with the incorporated Wage Determination.

During the term of this Subcontract, WRPS may unilaterally modify this Subcontract to incorporate revised Wage Determinations. If a Wage Determination (or revision) is incorporated after award and the contractor has to adjust rates payable to employees covered by the SCA in order to comply with the specified minimum wages and fringe benefits, the contractor may request an equitable adjustment in accordance with the provisions of this Subcontract.

The current Wage Determination is listed below under Item 10 Attachments and to be updated no more than once annually.

A Directory of Occupations and more information about the Service Contract Act can be found on the Department of Labor web site at <http://www.oalj.dol.gov/libdot.htm>

9.4 Document Transmittals – Master Submittal Register (MSR)

The SUBCONTRACTOR shall utilize the BUYER’s document transmittal system for the exchange of data and information during the performance of Work under this Subcontract. Submittals indicated herein are documents that must be received and/or approved by BUYER prior to final acceptance of the work.

Master Submittal Register (MSR) Form A-6005-317 is included as an attachment to the Subcontract and identifies the required SUBCONTRACTOR submittals. SUBCONTRACTOR information shall be transmitted using TOC Incoming Letter of Transmittal (form A-6005-315) to the address indicated therein.

Submittals may be transmitted electronically to TOCVND@rl.gov or a BUYER designated File Transfer Protocol (FTP) site. For electronic transmittals, all transmittal subject headings shall contain, at a minimum, the subcontract number, submittal number, and submittal description. Document submissions shall **not** include password protected files.

9.5 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (FAR 52.203-17)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Subcontractor shall inform its employees in writing, the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Subcontractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

9.6 Prior Written Permission Required For Travel

SUBCONTRACTOR travel shall be approved by the BUYER's authorized procurement representative prior to arranging, conducting, and/or incurring travel expenses by SUBCONTRACTOR or the SUBCONTRACTOR's employees.

9.7 Audit and Records—Negotiation

- (a) As used in this provision, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) Examination of Costs: If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the SUBCONTRACTOR shall maintain and the WRPS authorized procurement representative or designee shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this Subcontract. This right of examination shall include inspection at all reasonable times of the SUBCONTRACTOR's plants, or parts of them, engaged in performing the contract.
- (c) Cost or Pricing Data: If the SUBCONTRACTOR has been required to submit cost or pricing data in connection with any pricing action relating to this Subcontract, WRPS authorized procurement representative or designee, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine

and audit all of the SUBCONTRACTOR's records, including computations and projections, related to—

- (1) The proposal for the contract, subcontract, or modification;
 - (2) The discussions conducted on the proposal(s), including those related to negotiating;
 - (3) Pricing of the Subcontract, or modification; or
 - (4) Performance of the Subcontract or modification.
- (d) Comptroller General—
- (1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the SUBCONTRACTOR's directly pertinent records involving transactions related to this Subcontract hereunder and to interview any current employee regarding such transactions.
 - (2) This paragraph may not be construed to require the SUBCONTRACTOR to create or maintain any record that the SUBCONTRACTOR does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Reports: If the SUBCONTRACTOR is required to furnish cost, funding, or performance reports, the WRPS authorized procurement representative or designee, shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—
- (1) The effectiveness of the SUBCONTRACTOR's policies and procedures to produce data compatible with the objectives of these reports; and
 - (2) The data reported.
- (f) Availability: The SUBCONTRACTOR shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this provision, for examination, audit, or reproduction, until three (3) years after final payment under this Subcontract or for any shorter period specified, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—
- (1) If this Subcontract is completely or partially terminated, the SUBCONTRACTOR shall make available the records relating to the work terminated until three (3) years after any resulting final termination settlement; and
 - (2) The SUBCONTRACTOR shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

- (g) The SUBCONTRACTOR shall insert a provision containing all the terms of this provision, including this paragraph (g), in all Subcontracts under this Subcontract that exceed the simplified acquisition threshold, and—
- (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
 - (2) For which cost or pricing data are required; or
 - (3) That requires the subcontractor to furnish reports as discussed in paragraph (e) of this provision.

10. List of Subcontract Attachments

The following attachments are hereby incorporated into and made a part of this Subcontract. They shall have the same force and effect as if written into the body of the Subcontract. SUBCONTRACTOR is responsible for downloading and complying with the applicable revision as identified below.

A hyperlink is provided for downloading the referenced General Provisions, Supplemental Provisions, On-Site Work Provisions and Preliminary Hazard Analysis:

<http://www.hanford.gov/tocpmm/page.cfm?page=11>

Attachment No.	Title	Revision	Date
1	Statement of Work	0	12/21/2015
2	Preliminary Hazard Analysis PHA ID:32	NA	10/01/2014
3	Compensation Schedule	TBD	TBD
4	General Provisions	4	02/01/2016
5	Time & Materials/Labor Hour Contract Type Supplemental Provisions	3	01/26/2016
6	On-Site Work Provisions	2	03/25/2011
7	Service Contract Act Wage Determination No. 2005-2569	19	12/29/2015
8	Master Submittal Register (MSR)	TBD	TBD
9	TOC Incoming Letter of Transmittal		

The SUBCONTRACTOR shall acknowledge this document, as provided herein, regardless of dollar value, by signing below and returning a signed copy of this Subcontract. This signature represents certification that all submissions (including electronic) associated with this Subcontract award are accurate, current, and complete.

Authorizing Signatures:

Subcontractor

Washington River Protection Solutions, LLC

Sample Only – Do Not Sign

Name: _____ Date _____
Title: _____
Phone: _____

B. H. Bradley _____ Date _____
Senior Procurement Specialist
Phone: (509) 376-1709